

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

IN RE: HOOSICK FALLS PFOA CASES

Case No. 1:19-mc-00018-LEK-DJS

EDWARD ANDRICK and LAURIE ANDRICK,

*Plaintiffs,*

Case No. 1:17-cv-1058-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

DIANE BAMRICK, as an individual and in her  
capacity as Executrix of the ESTATE OF EDWARD  
BAMRICK, deceased,

*Plaintiffs,*

Case No. 1:19-cv-0225-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

BRYAN SCHROM, NICKOLAS SCHROM,  
MARGARET SARGOOD, LISA TIFFT, and RUTH  
TIFFT,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-1367-LEK-DJS

DONALD BRADLEY,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0240-LEK-DJS

ARNOLD BULLINGER, TRAVIS CONQUEST, and  
BRETT FERRARO,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-0954-LEK-DJS

TSUNGANI CLEMONS,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0236-LEK-DJS

ROBERT DECKER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:20-cv-01141-LEK-DJS

JAMES DONAVAN,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-0924-LEK-DJS

MARK DRISCOLL,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0231-LEK-DJS

TIFFANY BACON, ROBERT HOLOVACH, and  
TRACY HOLOVACH

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0249-LEK-DJS

BRIDGET FOSTER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0077-LEK-DJS

ARNOLD BULLINGER, individually and as  
representative of the ESTATE OF EDWARD  
FROMMER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-1063-LEK-DJS

LINDA GARDNER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0246-LEK-DJS

CRYSTAL GATES,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0221-LEK-DJS

MELISSA GORMAN,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0200-LEK-DJS

SUE HICKEY, INDIVIDUALLY AND AS  
EXECUTRIX OF THE ESTATE OF JOHN HICKEY,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0094-LEK-DJS

DOUGLAS and DEBRA HOLMSTEDT,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-0933-LEK-DJS

MARY LUCEY,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:17-cv-1054-LEK-DJS

MARCUS MARTINEZ,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0098-LEK-DJS

DEREK MILLER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0598-LEK-DJS

JOYCE MORIER, JAMES MORIER and KIMBERLY MOORE,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0103-LEK-DJS

TARA MULLER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0106-LEK-DJS

FRANK PERRELLI,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0239-LEK-DJS



JAY POKINES,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0232-LEK-DJS

R.M. BACON, LLC and MICHAEL BACON,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:17-cv-0441-LEK-DJS

QUINN RASMUS,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0238-LEK-DJS

KATHLEEN REECE,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0219-LEK-DJS

BERNICE ROSENBERG and STANLEY  
ROSENBERG,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0100-LEK-DJS

MANDA RUSSELL,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0107-LEK-DJS

LISA SCHNEIDER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0083-LEK-DJS

RYAN SLOWEY,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0216-LEK-DJS

JENNY STONE,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0247-LEK-DJS

ANN SWEENER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:17-cv-0532-LEK-DJS

IAN WEBBER, in his capacity as the Executor of the  
ESTATE OF SEAN WEBBER,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0220-LEK-DJS

JUDITH WHITE,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:19-cv-0104-LEK-DJS

BEVERLY and ROGER WHITE,

*Plaintiffs,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS  
AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:16-cv-0934-LEK-DJS

KENNETH WICKENDEN,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., E.I. DUPONT  
NEMOURS AND COMPANY and 3M CO.,

*Defendants.*

Case No. 1:17-cv-1056-LEK-DJS

LORI WYMAN,

*Plaintiff,*

v.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORP., SAINT-GOBAIN CORPORATION,  
HONEYWELL INTERNATIONAL INC. f/k/a  
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL  
LAMINATE SYSTEMS, INC., and 3M COMPANY,  
E.I. DUPONT NEMOURS AND COMPANY, and  
THE CHEMOURS COMPANY,

*Defendants.*

Case No. 1:19-cv-0215-LEK-DJS

**STIPULATION AND ORDER**

WHEREAS Defendant Honeywell International Inc. (“Honeywell”) has filed one or more answers and affirmative defenses in each of the above-captioned actions (the “Actions”);

WHEREAS Honeywell pleaded the following affirmative defense in each of the Actions:

Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint.

and

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of Plaintiff's alleged damages.

WHEREAS Honeywell seeks to amend and clarify its affirmative defenses in an efficient and uniform manner;

WHEREAS, the Parties, by and through their undersigned counsel, consent to Honeywell amending its pleadings as provided herein;

NOW THEREFORE, it is hereby STIPULATED AND AGREED that the operative answers of Honeywell in each of the Actions shall be deemed to be amended and to set forth affirmative defenses as follows:

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of each Plaintiff's alleged damages, pursuant to Article 16 of the New York Civil Practice Law and Rules and any other applicable laws or rules.

and

Pursuant to Section 15-108 of the New York General Obligations Law and applicable case law, Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages

and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint as under Article 14 of the New York Civil Practice Law and Rules, whichever is greatest.

In each of the above-listed affirmative defenses, the reference to “Plaintiff” and “Plaintiff’s” shall refer to “Plaintiffs” and “Plaintiffs” in those Actions that assert claims by multiple Plaintiffs and, in applicable cases, shall be inclusive of decedent estates.

All of the above is **SO ORDERED**.

Dated: December 14, 2023 Albany, New York

  
Daniel J. Stewart  
U.S. Magistrate Judge

Dated: May 18, 2023

Respectfully submitted,

/s/ Stephen G. Schwarz

Stephen G. Schwarz  
Hadley E. Lundback  
**FARACI LANGE, LLP**  
1882 South Winton Road  
Suite 1  
Rochester, NY 14618  
Tel: (518) 325-5150  
sschwarz@faraci.com  
hadley@faraci.com

/s/ James L. Bilborrow

James L. Bilborrow  
**WEITZ & LUXENBERG, P.C.**  
700 Broadway  
New York, NY 10003  
Tel: (212) 558-5500  
jbilborrow@weitz.com

/s/ David A. Engel

David A. Engel

**GILCHRIST TINGLEY P.C.**

251 River Street #201

Troy, New York 12180

Tel: (518) 238-3759

dengel@gilchristtingley.com

/s/ Patrick J. Lanciotti

Patrick J. Lanciotti

**NAPOLI SHKOLNIK PLLC**

360 Lexington Avenue, 11th Floor

New York, New York 10017

Tel: (212) 397-1000

planciotti@napolilaw.com

/s/ Terrence McCartney

Terrence McCartney

Austin T. Osborn

**MCCARTNEY STUCKY LLC**

350 Theodore Fremd Avenue, Ste. 140

Rye, New York 10580

Tel: (914) 305-5555

tmccartney@mc-stlaw.com

aosborn@mc-stlaw.com

*Attorneys for Plaintiffs*

/s/ Paul A. LaFata

Sheila L. Birnbaum

Mark S. Cheffo

Douglas E. Fleming, III

Paul A. LaFata

**DECHERT LLP**

Three Bryant Park

1095 Avenue of the Americas

New York, New York 10036

Tel: (212) 698-3500

sheila.birnbaum@dechert.com

mark.cheffo@dechert.com

douglas.fleming@dechert.com

paul.lafata@dechert.com



Christopher Fenlon  
**HINCKLEY ALLEN**  
30 S. Pearl Street, Suite 901  
Albany, NY 12207  
Tel: (518) 396-3100  
cfenlon@hinckleyallen.com

*Attorneys for Defendant Saint-Gobain Performance  
Plastics Corporation*

/s/ Jennifer Kwapisz  
Elissa Preheim (*pro hac vice*)  
**ARNOLD & PORTER KAYE SCHOLER LLP**  
601 Massachusetts Avenue, NW  
Washington, DC 20001  
Tel: (202) 942-5503  
elissa.preheim@arnoldporter.com

Jennifer Kwapisz  
**ARNOLD & PORTER KAYE SCHOLER LLP**  
250 West 55th Street  
New York, NY 10019  
Tel: (212) 836-8000  
jennifer.kwapisz@arnoldporter.com

*Attorneys for Defendant Honeywell International Inc.*

/s/ Clinton T. Speegle  
John M. Johnson  
Lana A. Olson  
Jeffrey P. Doss  
Clinton T. Speegle  
Meghan S. Cole  
**LIGHTFOOT, FRANKLIN & WHITE LLC**  
The Clark Building  
400 20th Street North  
Birmingham, AL 35203  
Tel: (205) 581-0700  
jjohnson@lightfootlaw.com  
lolson@lightfootlaw.com  
jdoss@lightfootlaw.com  
cspeegle@lightfootlaw.com  
mcole@lightfootlaw.com

Benjamin W. Hill  
**CAPEZZA HILL, LLP**  
30 South Pearl Street, Suite P-110  
Albany, NY 12207  
Tel: (518) 478-6065  
ben@capezzahill.com

*Attorneys for Defendant E.I. Du Pont De  
Nemours and Company*

/s/ Andrew J. Calica

Andrew J. Calica  
Whitney Suflas  
**MAYER BROWN LLP**  
1221 Avenue of the Americas  
New York, NY 10020  
Tel: (212) 506-2500  
acalica@mayerbrown.com  
wsuflas@mayerbrown.com

*Attorneys for Defendant 3M Company*